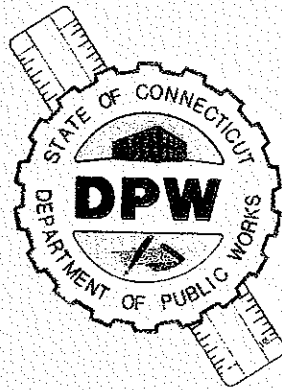


**Guidelines and Procedures Manual
for
Agency Administered Projects**



**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS
T.R.ANSON
COMMISSIONER**

December 2001

Table of Contents

Department of Public Works Guidelines and Procedures Manual For Agency Administer Projects 12/3/01

	Pages
Introduction	2
DPW Supplement to OPM B-100 form	3 - 4
Bidding Procedures	4 - 7
Minority & Small Business Set-Aside Program	5
Construction Phase	7 - 8
Emergency Projects	8
Transfer Invoice Procedures	9
Compliance with Public Act 01 - 7	10
DAS/On-Call Trade Contractor Services	11

Appendices

A	Check list for duties by DPW and Agency Representative's	2
B	Request letter for projects under \$50,000.	1
C	DPW Supplement to OPM B 100 form	2
D	Certificate of Compliance for Agency Admin Projects	1
E	Page 1 of DAS/On-Call Trade Contractor Services	1
F	Invitation to Bid	1
G	Instructions to Bidders and Conditions of Bid	4
H	Bid Proposal Form	2
I	Bid Bond	1
J	Performance Bond	2
K	Labor and Material Bond	2
L	Certificate of Insurance	1
M	DPW/General Conditions of the Construction Contract	19

Introduction

The Department of Public Works (DPW) is responsible for overseeing agency administered construction projects under CGS 4b-52.

The purpose of revising and updating the attached procedure manual is to:

1. Address new legislation that affects State agencies that perform agency administered projects.
2. To issue sample documents to aid in the bidding and construction phase of a project.

The Department of Public Works Guidelines and Procedures for Agency Administered Projects

Before an Agency can administer and/or award a contract for construction, renovations, repairs or alterations to any State facility, permission must be received from the Department of Public Works in accordance with C. G. S. Sec. 4b-52.

State Agencies may be granted permission by DPW to administer projects based on the following construction costs:

- | | | |
|------|---|----------------|
| a. | Constituent units of Higher Education | < \$2,000,000. |
| b. | All other State Agencies* | < \$ 500,000. |
| * c. | Constituent units of Higher Education
Judicial Department does not need permission | < \$ 100,000. |
| * d. | Dept. of Environmental Protection
(Real Assets - CGS Sec. 22a-6) | < \$ 500,000. |

Before DPW/Special Projects Unit gives permission for an Agency to administer their own construction projects, per the above noted construction cost limits, one of the following two procedures is required:

1. The attached DPW Supplement to OPM B-100 form must be filled out and submitted by the Agency's Representative for all projects that exceed \$50,000 dollars. Said original form must be signed by the authorized Agency Head and submitted to:

Mr. Richard Piotrowski, P.E.
Bureau Chief of Facilities Design & Construction
Department of Public Works
165 Capitol Avenue, Rm. 443
Hartford, CT 06106

2. Projects that cost under \$50,000 dollars only require a letter, signed by the Agency's Representative and submitted to John Nolan, Jr., DPW/ Special Projects Coordinator, requesting approval for an agency administered project (**See appendix B**)

- A copy of the B-100 form or the above noted project request letter shall be submitted to DPW Client Agency's Supervising Project Manager.
- The DPW/Supplement OPM B-100 form must have the following minimum

blocks filled out to be considered for review and approval:

Section A:

Block No. 1	Project No.
Block No. 2	Project Title
Block No. 3	Date Initiated
Block No. 8 & 9	Bond Act & Section and Other Funding Sources
Block No. 10b.	Agency Admin Project Budget Item

Section D:

Project Request/Approval
(If design services are required by DPW - Yes/No)

Section D:

Agency Head's Signature and Date

- DPW Special Projects Unit will evaluate: a. The documentation; b. The project's complexity; and, c. The agency's abilities. If in agreement, DPW will sign the B-100 form or Agency's Project Request letter and will be returned to the Agency's Representative, granting permission to administer the project(s), with a copy to DPW's client Agency Team.
- When professional design services are requested, DPW's Client Team will provide the design selection via an appropriate process.
- DPW Client Agency team will authorize the design professional to initiate the design as soon as the client agency provides for the allotment of fees to DPW.
- Upon completion of the plans and specifications, the Agency will obtain bids as outlined in the following "Bidding Procedures".

Bidding Procedures

1. All bidders must receive the same information to assure that they are bidding on the same quantities and design documents.
2. A date and time of bid opening must be clearly specified on the Invitation to Bid Form.
3. Bids must be opened in a public setting with at least one witness present.
4. A Bid Bond in the amount of 10% of the bid price must be submitted for projects that exceed \$50,000 dollars.
5. All bids received after the specified date and time shall be returned to the vendor unopened.

6. The Invitation to Bid Form must state that the contractor is required to hold his bid price for sixty (60) days. In the event that the contract award is delayed beyond the (60) days, the agency must obtain written confirmation from the contractor extending his bid.
7. **Minority & Small Business Set-Aside Program** - All State Agencies that request to administer construction projects, under CGS Section 4b-52, to comply with the following:
 - a. Apart from the exceptions shown below, construction contracts valued up to \$500,000 shall be offered only to contractors that are registered with the Department of Administrative Services' Minority & Small Business Set-Aside Program.
 - b. At least two bids must be received before a contract can be awarded. If, after a good faith effort to reach a sufficient number of potential set-aside bidders, only one bid is received, the agency may: (1) re-bid the project, including non-set-aside contractors, or (2) request a waiver of the re-bid from DPW. A waiver may be granted based on a demonstration of a good effort to reach a sufficient number of potential set-aside bidders and or extraordinary circumstances relating to the project.
 - c. A minimum of 6.25 percent (6.25%) of each contract awarded to a Small Business Enterprise shall be reserved for Minority Business Enterprises (MBE). Note: Minority Business Enterprises includes Women business Enterprises.

Exceptions:

- a. If a project involves a specialty trade, for which no registered certified contractor can qualify to submit a bid, then the Agency's contract compliance officer can approve awarding a contract to a non-set-aside contractor;
- b. If a project involves a specialty trade, for which no certified contractor can qualify as a subcontractor then the Agency's contract compliance officer can approve awarding the contract without the (6.25%) MBE requirement;
- c. If the contractor performs more than ninety-three and three quarter's percent (93.75%) of the work then the Agency's contract compliance officer can waive the (6.25%) MBE requirement.
- d. Other extraordinary conditions authorized by the agency's contract compliance officer, or other authorized official, with justification provided to DPW will be considered on a case by case basis.
- e. If a construction project is awarded to DAS/On-Call service contractor.

8. Formal Advertisement of Bid Notices in local newspapers - Public Act 99-75 - requires that all project estimates that exceed \$500,000.00, must be advertised in the local newspaper. Projects that are under \$500,000 do not require formal advertisement and each agency's commissioner has the authority to set the dollar limit policy for their formal bid ad requirements. The goal is to obtain a minimum of three (3) competitive bids, therefore more bidders should be notified of the bidding of a project.

9. Standard Bid Documents

The following documents must be included in bid packages sent to all potential bidders, for projects that are under \$500,000 dollars:

- a. Bid Form: Invitation to Bid Proposal Form
(for projects less than \$100,000 can use STO-93 Standard Quote Form)
- b. Instructions to Bidders and Conditions of Bid
(Note: MBE requirements should be part of Instructions to Bidders)
- c. Standard General Conditions
- d. Certificate of Insurance Form
- e. Standard Bid Bond (**For projects over \$50,000 dollars**)
- f. Specifications/Contract Drawings
- g. Prevailing Wage Certifications Form (For projects over \$100,000)
- h. Prevailing Wage Scale (For projects over \$100,000.)
- i. Contractor's Minority Business Enterprises Utilization Form
(For projects over \$500,000)

NOTE: See attached appendix for sample copies of these items.

10. Prevailing Wage Rates:

Section 32-53 of the Connecticut General Statutes requires contractors to pay prevailing wages as published by the State Labor Commissioner for projects with the following construction costs:

- a. New Construction - greater than \$400,000
- b. Renovation projects - greater than \$100,000.

Projects costing less than the above amounts are not subject to the provisions of this statute. It is the responsibility of the Agency who is administering the project, to obtain prevailing wage rates, from the Labor Department. Agencies can request wage rates through Labor Department's web site.

(<http://www.ctdol.state.ct.us/wgwkstnd/prevwgf.htm>)

11. Certificate of Insurance/Bonds

Contractors for all projects involving labor and material must submit to the administering agency a certificate of insurance form covering Public Liability and Workers' Compensation and surety bonds covering performance, labor and materials prior to the commencement of work.*

***Note: Surety bonds for labor and materials are not required for projects costing less than \$50,000.**

The administering agency is responsible for keeping a record of the bonds and for contracting the Surety Company to release the bonds upon 100% completion of the project.

Construction Phase

1. Approvals/Certificates

Section 29-252a of the Connecticut General Statutes requires all State agencies to comply with the State Building Code. If an Agency does not have staff to perform code reviews on drawing, DPW can perform Code reviews.

Agencies are responsible for obtaining all applicable permits and approvals of the State Building Inspector, Fire Marshal (where required), Department of Health Services and Department of Environmental Protection.

2. Contractors Invoices

Agencies are responsible for the review and approval of contractors monthly invoices.

3. Change Orders

In cases where additional work must be initiated, the agency must forward the following to the DPW/Special Projects Unit: (only if the Change Order exceeds \$10,000 dollars):

- a. one copy of the Change Order Request;
- b. copy of the Contractor's proposal.

All funding requests for change orders will be dealt with on a case-by-case basis and will require the above information. Funds for the individual change order will be transferred in accordance with the Transfer Invoice Procedures.

4. Project Completion

Projects that are completed and exceed \$50,000 dollars, shall submit to DPW's Special Projects Unit a "Certificate of Compliance" form, signed by the Agency's authorized representative and a copy to the State Building Inspectors Office. (See attached sample). The Agency should contact the Contractor's surety company to authorize the release of the performance, labor and material bonds.

The Department of Public Works reserves the right to inspect the project and to audit all project records relating to design, bidding, construction or payments.

Emergency Projects

Section 4b-52(c) of the Connecticut General Statutes authorizes the Commissioner of the Department of Public Works to declare that an emergency exists to restore or repair a State facility under the following conditions:

- When the public safety or the proper conduct of essential State government operations are adversely affected by fire or other disaster and the estimated cost of repairs is less than \$500,000.00
- If the estimated cost of repairs is greater than \$500,000.00 the written consent of the Governor must be obtained to declare that an emergency condition exists.

Note: The Agency's Authorized Representative is authorized by DPW, to perform emergency building repairs (i.e. repair steam line, roof leak) up to \$7,500 dollars without DPW's approval. DPW/Special Projects Unit will require a quarterly report to be submitted on all emergency repairs that were under the \$7,500 dollar limit, with a copy of the report to be given to DPW Client Agency's Supervising Project Manager).

In the event of an emergency, which exceeds the \$7,500 dollar limit, the Agency must contact the DPW/Special Projects Unit immediately.

Transfer Invoice Procedures

As bids are received for each of the listed projects, the Agency shall submit the bids and all supporting documents to the DPW/Special Projects Unit for review.

Projects over \$50,000 dollars must be submitted on an individual basis.

Projects less than \$50,000 dollars should be submitted in groups.

No work can begin until the Purchase Order is issued through the Office of the State Comptroller and all bonds and certificates of insurance in place.

Upon Bond Commission approval, DPW Project Accounting will request allotment of funds. Upon approval and posting of bond funds, the DPW/Special Projects Unit will give the Agency permission to award and administer the project or group of projects.

The Client Agency shall accept DPW's Transfer Invoice and process such invoice through the appropriate client agency account established to accept funds transferred for Agency Administered Projects.

DPW's Transfer Invoices shall be for the amount of the construction bid only. Funds for change orders will be on a case-by case basis from Agency's "as needed" bond funds.

The Agency is responsible for the processing of all payments on the project through the Agency's business rules and payment processing procedures.

All Agencies that request Transfer Invoices for project funds from DPW, will require to submit to DPW a bid tab form showing the names of all contractors invited to bid and all responses from the contractors. Agency's contract compliance officer shall include any waiver authorizations to the bid tab memo.

Compliance with P.A. 01-7

Completion/Status Reports

Sec. 18 of Public Act 01-7 requires that the Chief Administrative Officer of each agency which manages agency administered construction projects in excess of \$10,000, must file a report with the Secretary of the State Bond Commission no later than 90 days following completion of the project. Completion is defined as receipt of a certificate of occupancy or upon final payment to the contractor. This report must include the final cost of the project, the amount and reason for any funds to be held in retainage and the amount of bond funds unexpended, if any.

In an effort to comply with this statute, all agencies receiving transfer invoices and permission to administer bond fund projects from DPW, must provide the following to DPW/Special Projects by the end of each quarter of the fiscal year:

1. A Transfer Invoice listing all balances of any unexpended bond funds that remain from completed projects.
The transfer invoice must reference the Project Number, Title, and the DPW-PR-1 # from the description field on the original Transfer Invoice.
2. A status report on each project for which funds were transferred. This report must include
The percentage completion, an estimated date by which the project will be complete and the final cost and final payment date of any projects completed during the quarter.

To facilitate reporting, DPW will provide an electronic spreadsheet listing all open projects for which funds were transferred and for which permission to administer was granted.

DPW will report all unexpended bond fund balances to the Secretary of the State Bond Commission for possible reuse or referral to the General Assembly as determined by the Secretary.

Annual Reports

Additionally, each Chief Administrative Officer must file electronically an annual report summarizing, the projects completed and the status of the bond funds allotted for each project. This report must be filed with the co-chairs of Finance Revenue and Bonding Committee on or before January 1st of each year. The first Report is due January 1, 2002.

A copy of this report must be provided to the Secretary of the State Bond Commission and the Commissioner of the Department of Public Works.

DAS/ On-Call Trade Contractor Services
Contract Award No. RFP989-A-14-0370-C (Expires March 31, 2002)

When utilizing DAS/On-Call Trade Contractor Services, the Department of Public Works shall require the following:

1. Projects that exceed \$10,000 dollars, Agencies must submit the same request letter to DPW, as stated on page 1 of said procedures.
2. Projects that are awarded and less than \$10,000 dollars, shall be documented on a spreadsheet and submitted to DPW, with the Agency's construction status report by January 30th and June 30th of each year.
3. If a project involves the use of multiple contractors, the total value of the purchase orders can not exceed \$95,000 dollars.
4. Attached cover sheet for DAS/On-Call Trade Contractors, lists 19 separate trades contract services.
5. If a Trade Service is not included in said contract, upon request to DAS, a supplement to the existing contract can be added to include a new Trade Service.

APPENDIXES

APPENDIX A

The following is a checklist of duties required by both DPW and State agencies for hiring an Architect/Engineer and Bid and Construction phase duties as an Agency Representative:

1. DPW RESPONSIBILITIES:

1.1 Project Initiation:

- Consultant selection; (If requested by the Agency Representative)
- Scope Development with Agency;
- Scope Meetings with the Agency and Consultant;
- Fee Negotiation;
- Writing Task Letters or Contracts and Approval Processing;

1.2 Design Phase:

- Writing Changes to Task Letters or Commission Letters to Contracts and Approval Processing;
- Processing Consultant payment requests upon written approval from the Authorized Agency Representative.
- During the design all invoices for Consultant services should be routed through Authorized Agency Representative and written approval for payment of each Phase should include the verification that the submittal meet certain requirements(See attached Agency Approval Letter):

2. AGENCY RESPONSIBILITIES:

2.1 Project Initiation:

- Scope Development with DPW;
- Scope Meetings with the DPW and Consultant;

2.2 Design Phase

Authorized Agency Representative – Design Contract Administration and verification of contract compliance at each Design Phase including the following:

- Architect/Engineer Standard Fixed Fee Contract;
- Terms & Conditions of the Contract;
- DPW Consultants Procedure Manual;
- Document review and approval;
- Scope compliance review and approval;
- Design submittals review and approval;
- Construction budget compliance review and approval,
- Coordination of code compliance reviews and approvals;
- Project schedule compliance;
- General Conditions Coordination review and coordination with State Agency or University;
- Approval of consultant payment.
- Certificate of Compliance;
- Code Reviews and Approvals.

2.3 Bid Phase:

Authorized Agency Representative -- Bidding Administration of the following including:

- Pre-bid Conference Coordination;
- Bid Process Administration;
- Bid Review of Contractor/Subcontractor qualifications;
- Addendum Coordination;
- Contract Signing.

3. Construction Phase:

Authorized Agency Representative - Construction Contract Administration including the following:

- Division 0 - General Conditions of the Contract for Construction;
- Division 1 - General Requirements:
 - ✓ Attendance at job meetings,
 - ✓ Review and approval substitution/equals,
 - ✓ Review and approval shop drawings,
 - ✓ Review and approval RFI's,
 - ✓ Review and approval Change Orders;
 - ✓ Review and approval of Proposal Requests,
 - ✓ Review and approval f Change Orders,
 - ✓ Coordination of special inspections
 - ✓ Approval of Substantial Completion;
 - ✓ Review and approval of contractors payment;
 - ✓ Approval of reductions in retainage;
 - ✓ Approval of Architects requests for payment;
 - ✓ Certificate of Compliance;
 - ✓ Coordination of approval of Substantial Compliance;
 - ✓ Coordination and administration of closeout procedures;
 - ✓ Approval of Final acceptance.
- Code Inspection and Approvals. If agencies need assistance in code reviews and inspections they can contact John Nolan, Jr., DPW/Special Projects Coordinator, to arrange for this service to be provided by DPW code staff.

December 3, 2001

APPENDIX B

John Nolan, Jr.
Special Projects Coordinator
State Department of Public Works
165 Capitol Avenue, Room 445
Hartford, CT 06106

Re: Request for Approval for Agency Administered Project(s) under \$50,000 dollars

Dear Mr. Nolan:

The Department of _____, requests permission to administer the Design/Bid or construction phase, in accordance with CGS 4b-52/P.A.99-75 for:

(Name and location of project)

Funding will be from (Operating); (Bonding) or (Federal Funds) and all State rules, regulations and procedures will be followed.

This Agency _____ will be / or _____ will not be requesting Transfer Funds from the Department of Public Works, for the construction phase of the project.

Project will use DAS/On-Call Trade Contractor Services _____ Yes _____ No

Project cost estimate: \$ _____

Sincerely yours,

James P. Smith
Director of Engineering Services

Attachment

cc: DPW/Agency Team
File

Approvals:

John Nolan, Jr., Special Projects Coordinator

Date

Richard F. Piotrowski, P.E. Bureau Chief
Facilities, Design and Construction

Date

Section A: Administrative Data

Project No:	2. Project Title & Address:	3. Date Initiated:	4. DPW Building No:
as your original B - 100 Changed? (If yes, attach revised copy)		6. Date Revised: (if applicable)	7. Are there critical time constraints? (If yes, explain in section C, 20.b)
<input type="checkbox"/> YES <input type="checkbox"/> NO			<input type="checkbox"/> YES <input type="checkbox"/> NO

Bond Act & Section	Amount	10.a. B - 100 Sect. E, Line 9 detail: Item	Cost	10.b. Agency Admin Project Budget: Item	Cost
		Telecommunications		Construction (Est)	
		Environmental		Contingency	
		Permits		A/E Fee	
		Construction Admin.		DPW Fee	
		Threshold Review		Total 10.b.	
		Special Inspections			
		Relocation Costs		Total 10.a.	
		Survey/Geotech/Borings			

Section B: Technical Data

(Please provide expanded detail on the additional sheet provided for each item as necessary.)

Is continuous occupancy required?	<input type="checkbox"/> YES <input type="checkbox"/> NO	If yes, will phased construction be possible?	<input type="checkbox"/> YES <input type="checkbox"/> NO
-----------------------------------	--	---	--

Citations:

DEP	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
OSHA	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
Life Safety	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
Other (specify)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A

13. Mandates (if yes, please cite or describe):

Court Mandates: ☐ YES ☐ NOOther Mandates: ☐ YES ☐ NO

Is municipal participation required or anticipated (other than utilities)?

☐ YES ☐ NO

Site Conditions & History:

Proposed site is (check ALL that apply):	a. <input type="checkbox"/> Existing State Property (occupied)	b. <input type="checkbox"/> Urban Location	c. <input type="checkbox"/> On Historic Register
	<input type="checkbox"/> Existing State Property (vacant)	<input type="checkbox"/> Suburban Location	<input type="checkbox"/> In Historic District
	<input type="checkbox"/> New Site	<input type="checkbox"/> Rural Location	<input type="checkbox"/> Unknown

Proposed site has (supply best available statistics and check ALL that apply regarding water):

<input type="checkbox"/> Acres Proposed for Development	<input type="checkbox"/> Streams	<input type="checkbox"/> Ponds	<input type="checkbox"/> Wetlands
---	----------------------------------	--------------------------------	-----------------------------------

Proposed site has prior uses as (describe):

Proposed site has a survey available:	<input type="checkbox"/> YES <input type="checkbox"/> NO	If yes, provide:	Date:	Prepared by:
---------------------------------------	--	------------------	-------	--------------

An easement to / through the property: ☐ Is Existing ☐ Is Required ☐ N/A ☐ UnknownA phase one (TASA) site assessment: ☐ Is Existing ☐ Is Required ☐ N/A ☐ Unknown

Site Utility Data:	YES	NO	State Utility?	Name of Service Provider	Remarks / Notes
Water (Domestic)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Sewer (Public)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Gas (natural / LP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Telecommunications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Cable TV	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Fiber Optic Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
District/Central Hot & Chilled Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Central Steam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Storm Drain System	<input type="checkbox"/> Open	<input type="checkbox"/> Piped	<input type="checkbox"/> Unknown		

Existing Building Data:

	YES	NO	Agency Standard Exists	Proprietary Spec. Required	Manufacturers Name
Fire Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Central Energy Mgmt. System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sprinkler/Fire Suppression System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Is New Parking Required? ☐ YES ☐ NO ☐ Unknown

Are existing buildings/structures to be removed? ☐ YES ☐ NO ☐ Unknown

Are site environmental concerns or hazardous materials present? ☐ YES ☐ NO ☐ Unknown

Is the preparation of a CEPA review document necessary? ☐ YES ☐ NO ☐ Unknown

Are there other site issues? (explain)

Project Co-ordination:

Project Name	Project No.	Projected Completion Date	Administered By	Impact on Proposed Project

ction C: Design Issues (Please provide expanded detail on the additional sheet provided for each item as necessary.)

a. Building Use Data:

c. Special Needs:

2. Image / Impression:

l. Compatibility with External Site:

l. Technology Needs:

. Flexibility:

j. Employee / Client Interaction:

l. Interior Environmental Quality:

ction D: Project Request / Approval

Agency requests this Project(s) administered by: ☐ DPW ☐ Agency with professional design services ☐ Required ☐ Not Required

Agency certifies that the project(s) listed herein, as Agency administered for design and construction: will be in substantial compliance with applicable State of Connecticut building codes and statutes; will have funds in place prior to award of contracts; and shall remain within the Agency's statutory budget limits for Design and construction.

Agency Coordinator: _____

Agency Number: _____ Agency Head Signature: _____ Date: _____

in accordance with CGS Section 4b-52, DPW grants permission for Agency administration. DPW Signature: _____ Date: _____



Department of Public Works
State of Connecticut

Certificate of Compliance for Agency Administered Projects (Non-threshold Projects Only)

Date Submitted to DPW: _____

To: John Nolan, Jr.
DPW/Special Projects
Coordinator

Address: Department of Public Works
165 Capitol Avenue
Hartford, CT 06106

Project No: _____

Project Name:
(Location) _____

Contract For:
(Type of Construction) _____

From Agency: _____

Address: _____

PART "1" - Design Phase (Prior to Bid Phase):

THIS IS TO CERTIFY THAT to the best of my knowledge, information, and belief, the above-described project has been designed in substantial compliance with requirements of the State of Connecticut Basic Building Code and all other applicable codes as required by Chapter 541, General Statutes of Connecticut.

Commissioner: _____

(Typed Name)

(Signature)

(Date)

Architect/Engineer: _____

(Typed Name)

(Signature)

(Date)

Registration Number: _____

PART "2" - Construction Completion (Prior to Agency Occupancy and/or Certificate of Occupancy Application):

THIS IS TO CERTIFY THAT to the best of my knowledge, information, and belief the completed project -described above is in substantial compliance with the approved plans and specifications and the requirements of the State of Connecticut Basic Building Code and all other applicable codes as required by Chapter 541, General Statutes of Connecticut.

Architect/Engineer: _____

(Typed Name)

(Signature)

(Date)

Registration Number: _____

General Contractor: _____

(Typed Name)

(Signature)

(Date)

License Number: _____

Commissioner: _____

(Typed Name)

(Signature)

(Date)

Copies :

☐ DPW (Original)

☐ DPS/OSBI

☐ General Contractor

☐ Architect/Engineer

☐ File

Cindy Milardo
Contract Specialist

(860)771-5084
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, Room G-8A, Ground Floor
PO Box 150414
HARTFORD, CT 06115-0414

APPENDIX E

CONTRACT AWARD
RFP989-A-14-0370
Contract Award Date:
25 June 1999
Bid Opening Date:
9 March 1999
SUPPLEMENT DATE:
20 July 1999

CONTRACT AWARD SUPPLEMENT #1
IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

COMMODITY CLASS/SUBCLASS AND DESCRIPTION:

0600-006 - Carpentry Services
0600-016 - Electrician's Services
0600-033 - Painter's Services
0600-036 - Plumber's Services
0600-056 - Air Conditioning and Ventilation System Repair (Emergency)

0600-057 - Boiler/Burner Repair (Emergency)
0600-058 - Chain Link Fence Replacement and Repair
0600-059 - Duct Cleaning Services
0600-060 - Glaziers
0600-061 - HVAC Control System Repair/Maintenance (Emergency)

0600-062 - Locksmith Services
0600-063 - Masonry Services
0600-064 - Overhead Door Repair
0600-065 - Paperhangers
0600-070 - Parking Lot, Driveway, Tennis Court and
Track Repair and Crack Sealing Services
0600-066 - Roofing Services
0600-067 - Sandblasters
0600-068 - Terrazo, Tile and Marble Finishers
0600-069 - General Contracting Services

FOR: All Using State Agencies
and
Political Subdivisions of the State

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
July 1, 1999 through March 31, 2002

AGENCY REQUISITION NUMBER: 135134; 171541

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
Decrease (\$176,000.00)	Increase \$176,000.00	No Change	No Change

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. Purchase Orders against contracts will be furnished to the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specification or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

**CONTRACTOR
INFORMATION:**

See overleaf for corrections to the contract award.

APPROVED

Cindy A. Milardo
CINDY A. MILARDO
Contract Specialist

Date Issued: 7/21/99 pg

(Original Signature on Document in Procurement Files)

INVITATION TO BID

Sealed proposals for the requirements set forth below will be received at **State of Connecticut, Department of Public Works, Room 445, 165 Capitol Avenue, Hartford, CT 06106, until October 16, 2001(Tuesday) at 2:00 p.m. in Room 445**, and will be publicly open and read immediately thereafter in Room 445, tabulated, and results made available immediately.

This project consists of general construction for Roof Replacement and Canopy repairs.

Bona fide contract bidders may secure copies of the contract bidding documents from:

John W. Nolan, Jr. Special Projects Coordinator
The State of Connecticut
Department of Public Works
165 Capitol Ave., Rm. 445
Hartford, CT 06106
860-713-5840

On October 11, 2001(Thursday) at 10:00 a.m., a Pre-Bid Conference will be held for the purpose of considering questions posed by bidders. The conference will be open to four general contractors. It will be held at the old train station, located in downtown Bethel, Ct, off of Rt. 302. From Hartford, go I-84 West to Exit 5, take right at end of exit on to Rt 53 South. Stay on Rt 53 South, through downtown Danbury. Past Danbury center you bear left on to Rt 302 East for approximately 2-3 miles. Go over rail tracks see old train station(red color) on your right.

Bid shall be submitted on the specified form furnished with the set of bid documents. Each bid shall be accompanied by a bid bond (10% of bid price) that shall meet the requirements of local, state and federal rules, laws, and regulations.(NOTE: Only if the project exceeds \$50,000 dollars)

The said State of Connecticut, Department of Public Works reserves the right to waive informalities and to accept or reject any and all or parts of any and all bids.

No bids may be withdrawn for at least 60 days after the scheduled closing times for receipt of bids.

INSTRUCTION TO BIDDERS AND CONDITIONS OF BID

SEALED BIDS

Bids must be submitted in a sealed envelope, clearly marked with the appropriate project number, date, time of bid opening, and name and address of bidder. All pages of this Invitation & Bid Form must be submitted with your bid. Telegraphic and telephonic bids will not be accepted under any circumstances.

SUBMISSION OF BIDS

Bids may be mailed, or delivered in person to the following address to arrive by the bid closing date and time. Late bids will not be accepted and will be returned to bidder unopened. Extensions will not be granted.

**John Nolan, Jr., DPW/Special Projects Coordinator
Department of Public Works
165 Capitol Avenue, Rm. 445
Hartford, CT 06106**

PRE BID MEETING

To be held on-site **Thursday, October 11, 2001 at 10:00AM**. Meeting will be held at the old train station, located in downtown Bethel, CT, off of Rt. 302

BID CLOSING DATE:

Bids must be received and stamped into Mr. Nolan's office not later than **2:00 PM on October 16, 2001(Tuesday)**, at the location indicated above. All bids will be opened at the stipulated time and place and any bidder who wishes to do so, is invited to attend.

STATES RIGHTS

The State reserves the right to reject any and all bids, and to waive any informality in bids. No bids may be withdrawn for at least 60 days after the scheduled closing times for receipt of bids.

STANDARD CONDITIONS

1. Bid Security - Bid security in the form of a certified check, bank check, or bid bond in an amount equal to 10% of the bid is required on all bids in excess of \$50,000. Checks should be made payable to:
Treasurer, State of Connecticut.
2. Security for faithful performance - Performance bond and Labor and Material Bond in the amount of 100% of the purchase order price must be filed by the successful low bidder prior to the start of construction if bid is in excess of \$50,000.00.
3. Personal liability and property damage insurance is required per the Certificate of Insurance included herein.
4. Contractor shall commence work within eleven days after receiving notice to begin work and continue for (30) **calendar days** for completion of the project, unless otherwise specified or agreed.
5. Contact Persons: John Nolan, Jr., DPW/Special Projects Coordinator, Ph. No. (860) 713 - 5840; Fax No. (860) 713 - 7273.
6. Liquidated Damages: \$350 per day.

SUPPLEMENTAL BIDS

Occasionally, the State may request "Supplemental Bids" to a special project. when listed on the Invitation and Bid Form, each bidder is required to bid on each Supplemental Bid as described.

CONNECTICUT SALES AND USE TAX

All contractors shall familiarize themselves with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the contractor's bid.

DISCREPANCY IN AMOUNTS

In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words will be controlling. In case of error in the extension of prices in the bid, the unit price will govern.

START AND COMPLETION DATES

All work is to be completed within the specified number of days from the starting date which is to be established at the time the contract is awarded.

NONDISCRIMINATION AND LABOR RECRUITMENT

A) This project shall be subject to Executive Orders No. Three and Seventeen, promulgated June 16, 1971, and February 15, 1973, and to the Guidelines and Rules of the State labor Commissioner implementing Executive Order No. Three and further agree to submit reports of compliance staffing on Labor Department Form E.O. 3-1, when and as required.

B) The undersigned agrees and warrants that he/she has made good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials under contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his employment practices and procedures as they relate to the provisions of the General Statutes governing contract requirements.

AUTHORIZED SIGNATURES

The contractor's bid, and all of the contractor executed documents which are a part of this bid package, must be signed by an officer of the contractor's company, or; by an authorized legal representative of the prime contractor.

SUBLETTING OR ASSIGNING OF CONTACT

The contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the contractor therein may not be sublet, sold, transferred, assigned or otherwise disposed of to any person, firm, or corporation without the written consent of the Commissioner.

No person, firm corporation other than the contractor to whom the project was awarded shall be permitted to commence work at the site of the project until such consent has been granted.

BID PROPOSAL FORM

TO: John Nolan, Jr., DPW/Special Projects Coordinator
Department of Public Works
165 Capitol Avenue Rm. 445
Hartford, CT 06106

FOR: Roof Replacement & Canopy Repairs
Original Train Station
Bethel, CT
Project: BI- S - 222

DATE: _____

FROM:

In compliance with the Instruction to Bidders & Conditions of Bid; and subject to all conditions thereof, the undersigned offers and agrees to furnish the labor and materials and to complete work called for by the project's plans and specifications within the allotted time (**30**) **calendar days** for the Lump Sum of:

Bid Price:

WORDS _____ DOLLARS

Figures: (\$ _____).

Unit Prices:

Wood deck repair as a add amount \$ _____/Sq. ft.
Wood deck repair as a deduct amount \$ _____/Sq. ft.

The General Contractor on this project will be required to perform not less than (**50%**) of the completed dollar value of the work with its own forces.

I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in this proposal: That it is made without any connection with any other

person making any bid for the same work: that no person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that this proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation: that this proposal is made in good faith without collusion or connection with any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the plans and specifications prepared for this contract.

I (we) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on my (our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

Contractor Owner/Officer _____

Date: _____

Title _____

Address _____

City, State Zip _____

(AFFIX CORPORATE SEAL)

*** END OF SECTION - BID FORM ***

**DEPARTMENT OF PUBLIC WORKS
STATE OF CONNECTICUT**

STANDARD BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____, hereinafter called the Principal,

of _____, as Principal,

and _____, hereinafter

called the Surety, a corporation organized and existing under the laws of the

State of _____, and duly authorized to transact a

surety business in the State of Connecticut, as Surety, are held and firmly bound unto the State of

Connecticut, as Obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in a

proposal hereinafter mentioned, _____

_____,
lawful money of the United States of America, for the payment of which, well and truly to be made to the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee related to a contract for Project No.: _____

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the said contract in writing with the State of Connecticut and give the required bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20 _____

Principal's Signature

Surety

(Print name)

by

Its attorney in fact

Company Name

(Print name)

PERFORMANCE BOND**Know all men by these presents**

THAT.....of the
 Town of....., County of.....and
 State of....., as Principal (hereinafter called the Principal), and.....

.....
 (a surety company authorized to transact business in the State of Connecticut), as Surety (hereinafter called the Surety), are held and firmly bound unto the State of Connecticut (hereinafter called the Obligee) in the full penal sum of.....

(\$.....) Dollars, lawful money of the United States, to be paid to said State of Connecticut, to the which payment well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its successors and assigns), and the said Surety binds itself, its successors and assigns jointly and severally firmly by these presents.

Signed, sealed and delivered this.....day of.....A. D. 20..... .

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal will enter into a certain written contract with said Obligee, to be dated the.....day of.....A. D. 20....., which written contract shall provide for the following:

which contract, including any hereafter made extension, modification or alteration thereof, is hereby referred to, incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute all the terms, conditions and stipulations of said contract, as it may be extended, modified or altered, according to its provisions on his or its part to be kept and performed or shall indemnify and reimburse the Obligee for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and every obligation and duty imposed upon the Principal by the said contract, as it may be extended, modified or altered, at the time and in the manner therein specified, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

(OVER)

Any such extension, modification or alteration or any forbearance on the part of either the Obligee or the Principal, one to the other, shall not in any way release the Principal and/or the Surety, their heirs, executors, administrators, successors or assigns from liability hereunder, notice to the Surety of any such extension, modification, alteration or forbearance being hereby specifically and absolutely waived.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his / its hand and seal, and the said Surety has caused this instrument to be signed by its attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

SEAL

Witnesses as to Principal

(Print Name)

(Print Name)

_____, Its **Duly Authorized**

SEAL

Witnesses as to Surety

(Print Name)

(Print Name)

by _____

Its attorney in fact

LABOR AND MATERIAL BOND**Know all men by these presents**

THAT.....of the
 Town of....., County of.....and
 State of....., as Principal (hereinafter called the Principal), and.....

.....
 (a surety company authorized to transact business in the State of Connecticut), as Surety (hereinafter called the Surety), are held and firmly bound unto the State of Connecticut (hereinafter called the Obligee) in the full penal sum of.....

(\$.....) Dollars, lawful money of the United States, to be paid to said State of Connecticut, to the which payment well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its successors and assigns), and the said Surety binds itself, its successors and assigns jointly and severally firmly by these presents.

Signed, sealed and delivered this.....day of.....A. D. 20......

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal will enter into a certain written contract with said Obligee, to be dated the.....day of.....A. D. 20....., which written contract shall provide for the following:

which contract, including any hereafter made extension, modification or alteration thereof, is hereby referred to, incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid contract, as it may be extended, modified or altered, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

(OVER)

Any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the prosecution of the work under said contract, as it may be extended, modified or altered, and who is not paid therefor, may bring a suit on this bond in the name of the person suing and prosecute the same to final execution and judgment for such sum or sums as may be justly due.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his / its hand and seal, and the said Surety has caused this instrument to be signed by its attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

SEAL

Witnesses as to Principal

.....
.....
(Print Name)

.....
....., Its Duly Authorized

.....
.....
(Print Name)

SEAL

Witnesses as to Surety

.....
.....
(Print Name)

by
..... Its attorney in fact

.....
.....
(Print Name)

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED						COMPANIES AFFORDING COVERAGE	
						COMPANY A	
						COMPANY B	
		COMPANY C					
		COMPANY D					
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT							
			GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 10,000				
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS							
			COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$				
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO							
			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$				
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM							
			EACH OCCURRENCE \$ AGGREGATE \$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR, PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL							
			WC STATUS: <input checked="" type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 100,000				
OTHER							
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Indicate the project and project number in this space.							
The State of Connecticut is endorsed as an Additional Insured on all of the above policies except Automobile Liability and Workers' Compensation. If Builders Risk insurance is indicated, The State of Connecticut is endorsed as a Loss Payee.							
CERTIFICATE HOLDER <div style="border: 1px solid black; padding: 10px; margin-top: 5px;"> State of Connecticut Department of Public Works 165 Capitol Avenue, Room G-35 Hartford, CT 06106 </div>			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.				
			AUTHORIZED REPRESENTATIVE				
ACORD 25-S (1/95)				© ACORD CORPORATION 1988			

**General Conditions of the Contract for Construction
Department of Public Works
State of Connecticut**

Table of Contents

Article Number /Title	Page		
1. Definitions	2	22. Guarantees and Warranties	13
2. Conditions of Work	5	23. Cutting, Fitting, Patching, and Digging	13
3. Correlation of Contract Documents	5	24. Cleaning Up	13
4. Commencement and Progress of Work	6	25. All Work Subject to Control of the Commissioner	13
5. Submittals, Product Data, Shop Drawings and Samples	6	26. Authority of the Construction Administrator	14
6. Separate Contracts	7	27. Schedule of Values: Application for Payment	14
7. Cooperation of Trades	7	28. Partial Payments	14
8. Damages	7	29. Delivery of Statement Showing Amounts Due for Wages, Materials, and Supplies	15
9. Minimum Wage Rates	7	30. Completion and Acceptance	15
10. Posting Minimum Wage Rates	7	31. Final Payment	15
11. Construction Schedules	8	32. Owner's Right to Withhold Payments	16
12. Preference in Employment	8	33. Owner's Right to Stop Work or Terminate Contract	17
13. Compensation for Changes in the Work	8	34. Subletting or Assigning of Contract	17
14. Deleted Work	10	35. Contractor's Insurance	17
15. Materials: Standards	10	36. Foreign Materials	19
16. Inspection and Tests	11	37. Hours of Work	19
17. Royalties and Patents	11	38. Days of Work	19
18. Surveys, Permits, and Regulations	11	39. Contract Time	19
19. Protection of the Work, Persons and Property	12	40. Calendar Day	19
20. Temporary Utilities	12		
21. Correction of Work	12		

Article 1 DEFINITIONS

Whenever the following terms, or pronouns in place of them, are used the intent and meaning shall be as follows:

1.1 ADDITIONAL OR DELETED WORK: Work required by the Department that, in the judgment of the Commissioner, involves any addition to, deduction from, or modification of the Work required by the Contract Documents.

1.2 AGENCY: The (User) Agency of the State of Connecticut having administrative authority of the facility in which the Work is being performed.

1.3 APPLICATION FOR PAYMENT, PARTIAL PAYMENT OR REQUISITION: Contractor's certified request for payment for completed portions of the Work and, if the Contract so provides, for materials or equipment suitably stored pending their incorporation into the Work.

1.4 ARCHITECT OR ENGINEER: An individual, partnership, firm, corporation or other business organization under contract with the Owner, commissioned to prepare Contract Drawings and specifications, to advise the Owner and in certain cases, to perform regular inspections during construction and when authorized to perform the duties of the Construction Administrator.

1.5 BASE BID: Monetary value stated in the Bid Proposal form as the sum for which the bidder offers to perform the Work described in the Bidding Documents, exclusive of adjustments for Supplemental Bids.

1.6 BID BOND: Form of bid security executed by the Bidder as Principal and by a Surety to guarantee that the Bidder will enter into a Contract within a specified time and furnish any required bond as mandated by Connecticut General Statute Section 4b-92.

1.7 BIDDER: An individual, partnership, firm, corporation or other business organization submitting a Bid on the Bid Proposal Form for the Work contemplated.

1.8 BIDDING DOCUMENTS: Collectively, the Bidding Requirements and the proposed Contract Documents, including any addenda issued prior to receipt of Bids.

1.9 BID OR BID PROPOSAL FORM: A complete and duly signed proposal to perform Work (or a designated portion thereof) for a stipulated sum submitted in accordance with the Bidding Documents.

1.10 BID SECURITY: Certified check or Bid Bond submitted with Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute such Contract in accordance with the requirements of the Bidding Documents.

1.11 BUILDER'S RISK INSURANCE: A specialized form of property insurance which provides coverage for loss or damage to the Work pursuant to the Contract Documents.

1.13 CASH ALLOWANCE: An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail, and as shown in the Allowance Schedule.

1.14 CERTIFICATE of COMPLETION: A document issued by the Construction Administrator to the Owner stating that the Contractor has met all contractual obligations.

1.15 CERTIFICATE of COMPLETION and ACCEPTANCE: A document issued by the Owner to the Contractor stating that all Work has been completed and that the Work is accepted by the Owner.

1.16 CERTIFICATE of COMPLIANCE: A document issued to the Owner by the design professional stating that for the portion of the project completed, either the design portion or the construction portion, has been performed in substantial compliance with all applicable building codes

1.17 CERTIFICATE OF OCCUPANCY: Document issued by the authority having jurisdiction certifying that all or a designated portion of a building is approved for its designated use.

1.18 CERTIFICATE OF SUBSTANTIAL COMPLETION: A document prepared by the Architect and approved by the Owner on the basis of an inspection stating:

- 1.18.1 that the Work, or a designated portion thereof, is determined to be Substantially Complete;
- 1.18.2 the date of Substantial Completion;
- 1.18.3 the responsibilities of the Owner and the Contractor for security maintenance, heat, utilities, damage to the Work and insurance; and
- 1.18.4 the time within which the Contractor shall complete the remaining work.

1.19 CHANGE ORDER: Written authorization signed by the Owner, authorizing a modification in the Work, an adjustment in the Contract Sum, or an adjustment in the Contract Time.

1.20 COMMISSIONER: The State of Connecticut, Department of Public Works (DPW) Commissioner acting directly or through specifically authorized DPW personnel or agent(s) having authority to perform duties defined in Article 25.

1.21 CONSTRUCTION ADMINISTRATOR: An individual, partnership, firm, corporation or other business organization, under contract or employed by the Owner commissioned and/or authorized to oversee the fulfillment of all requirements of the Contract Documents. The authorized

Construction Administrator may be a Department of Public Works Assistant Project Manager, Department of Public Works Project Manager, a Clerk of the Works, an Architect, a Consulting Architect, a Consulting Construction Administrator, a Consulting Engineer etc. or any other designee as authorized and identified by the Owner.

1.22 CONSTRUCTION CHANGE DIRECTIVE: A written authorization signed by the Owner, directing a modification in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time or both.

1.23 CONTRACT DOCUMENTS OR CONTRACT: The Agreement between Owner and Contractor, Conditions of the Contract (General Conditions, Supplementary Conditions, General Requirements and other Conditions), Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract, all of which shall constitute the Contract.

1.24 CONTRACTOR OR GENERAL CONTRACTOR: An individual, partnership, firm or Corporation, under direct contract with the Department of Public Works, responsible for performing the Work under the Contract Documents. Whenever the words "Contractor" or "General Contractor" are used it shall be understood to mean Contractor.

1.25 CONTRACTOR'S LIABILITY INSURANCE: Insurance purchased and maintained by the Contractor that insures the Contractor for claims for property damage, bodily injury or death.

1.26 CONTRACT START DATE OR DATE OF COMMENCEMENT OF THE WORK: The date, specified by the Owner in the Notice to Proceed, on which the Contractor is required to start the Work.

1.27 CONTRACT SUM: The sum stated in the Contract, which is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

1.28 CONTRACT TIME: The period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto. The days specified, calendar or working days, are stipulated in the Bidding Documents.

1.29 DAY: Whenever the word Day is used it shall be understood to mean calendar day or working day as stated on the Bidding Documents, unless stated otherwise.

1.30 DEPARTMENT OF PUBLIC WORKS PROJECT MANAGER or PROJECT MANAGER: The individual employed by the Owner, designated and authorized by the Commissioner, to be responsible for the overall management

and oversight of the Project, and to represent the (User) Agency.

1.31 EQUAL (S): A replacement for the specified material, device, procedure, equipment, etc., which has been determined by the Architect and the Owner to be substantially identical to the first listed manufacturer or first listed procedure specified in terms of cost, quality and performance for the Project. The Equal does not constitute a modification in the scope of Work, the Schedule or Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

1.32 FINAL ACCEPTANCE: The Owner's written approval and acceptance of the Work issued to the Contractor upon written certification by the Architect of Final Completion.

1.33 FINAL COMPLETION: A written statement by the Architect to the Owner that the Work has been completed in accordance with the terms and conditions of the Contract Documents.

1.34 FINAL INSPECTION: Review of the Work by the Architect and Owner to determine whether Final Completion has been achieved.

1.35 FINAL PAYMENT: The last payment made by the Owner to the Contractor, made after notice of the Final Acceptance. Payment shall include the entire unpaid balance of the Contract Sum as adjusted by Modifications.

1.36 GENERAL CONDITIONS: The General Conditions of the Contract for Construction, part of Division 0 of the Specifications.

1.37 GENERAL REQUIREMENTS: That part of the Contract Documents entitled General Requirements, which is Division 1.

1.38 LIQUIDATED DAMAGES: A sum established in a Contract, usually as a fixed sum per day, as the predetermined measure of damages to be paid to the Owner due to the Contractor's failure to complete the Work within the Contract Time.

1.39 LUMP SUM: An item or category priced as a whole rather than broken down into its elements.

1.40 MINOR CHANGES IN THE WORK: Changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents, which shall be affected by written order issued by the Architect.

1.41 MODIFICATION OR AMENDMENT:

1.41.1 A written change to the Contract Documents.

1.41.2 A Change Order.

1.41.3 A Construction Change Directive.

1.41.4 Supplemental Instructions for minor changes in the Work and/or additional instructions to the Work.

1.42 NOTICE TO BIDDER: A notice contained in the Bidding Document informing prospective Bidders of the opportunity to submit Bids on a Project.

1.43 NOTICE TO PROCEED: Written notice, issued by the Commissioner or the Commissioner's authorized representative, to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for commencement of the Contract Time.

1.44 OWNER OR DEPARTMENT: The State of Connecticut, Department of Public Works acting through its Commissioner or specifically authorized Department personnel or agent.

1.45 PAYMENT BOND, LABOR BOND OR MATERIAL BOND: A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Contractor will pay for labor and materials furnished for use in the performance of the Contract, as required by Connecticut General Statutes Section 49-41.

1.46 PERFORMANCE BOND OR SURETY BOND: A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Work will be performed in accordance with the Contract Documents, as required by Connecticut General Statutes Section 41.

1.47 PERFORMANCE SPECIFICATION: A description of the desired results or performance of a product, material, assembly, procedure, or a piece of equipment with criteria for identifying the standard.

1.48 PLANS OR DRAWINGS: All drawings or reproductions of drawings pertaining to the construction of the Work contemplated and its appurtenances.

1.49 PROJECT: The total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.50 PROJECT MANUAL: The set of documents assembled for the Work which includes, but is not limited to, Contract Documents, Bidding Requirements, Sample Forms, Conditions of the Contract, General Requirements and the Specifications.

1.51 PROPRIETARY SPECIFICATION: A specification that describes a product, procedure, function, material, assembly, or piece of equipment by trade name and/or by naming the manufacturer(s) or manufacturer's procedure, exact model number, item, etc., of those products acceptable to the Owner...

1.52 RECORD DOCUMENTS OR AS-BUILT DRAWINGS: Construction Drawings revised to show all significant Modifications made during the construction process.

1.53 SCHEDULE: A Critical Path Method (CPM) or Construction Schedule as required by the Contract Documents which shall be a diagram, graph or other pictorial or written schedule showing all events expected to occur and operations to be performed and indicating the contract time, start dates, durations and finish dates and their relationship to Substantial Completion and Final Completion of the Work, rendered in a form permitting determination of the optimum sequence and duration of each operation.

1.54 SCHEDULE OF VALUES: A document furnished by the Contractor to the Architect and Owner stating the portions of the Contract Sum allocated to the various portions of the Work, which is to be used for reviewing the Contractor's Applications for Payment.

1.55 SECONDARY SUBCONTRACTOR: An individual, partnership, firm or Corporation under direct contract with the Subcontractor to the General Contractor.

1.56 SHOP DRAWINGS: Drawings provided to Architect and Owner by a Contractor that illustrate construction, materials, dimensions, installation, and other pertinent information for the incorporation of an element or item into the construction as detailed Contract Documents.

1.57 SPECIFICATIONS: The description, provisions and other requirements pertaining to the method and manner of performing the Work and/or to the quantities and quality of materials to be furnished under the Contract.

1.58 SUBCONTRACTOR: A person, partnership, corporation or other business organization under direct contract with the Contractor supplying labor and/or materials for the Work at the site of the Project.

1.59 SUBMITTALS: Documents including, but not limited to, samples, manufacturer's data, shop drawing, or other such items submitted to the Owner and Architect by the Contractor for the purpose of approval or other action, as required by the Contract Documents.

1.60 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

1.61 SUBSTITUTION: A material, device, procedure, equipment, etc., which has been determined by the Architect and the Owner to be not an Equal to the first manufacturer or procedure listed in the Specification in terms of cost, quality and performance but which may be used in place of that item.

specified. The Substitution constitutes a modification in the Work, the Schedule or the Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

1.62 SUPPLEMENTAL BID: The monetary value stated in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted.

1.63 SUPPLEMENTARY CONDITIONS: An extension of the General Conditions applicable to any and all portions of Work under the Contract Documents.

1.64 THRESHOLD LIMIT BUILDING: Any proposed (new) structures or additions as defined by the Connecticut General Statutes Section 29-276b.

1.65 UNIT PRICE: The monetary value stated by the Owner or the Contractor, as a price per unit of measure for materials or services as described in the Contract Documents and/or Bidding Documents.

1.66 WORK: The construction and services required by the Contract Documents, and including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

Article 2 CONDITIONS OF WORK

2.1 The Contractor shall carefully examine and study the conditions under which the Work is to be performed and the site of the Work, and compare the Contract Documents with each other and to information furnished by the Owner including but not limited to the plans and specifications, the form of the Contract, General Conditions, Supplementary Conditions, General Requirements, Bonds and all other Contract Documents associated with the Work.

2.2 The Contractor shall report to the Construction Administrator all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such errors, inconsistencies or omission and failed to report it to the Construction Administrator. If the Contractor performs any actions or construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without notice to the Construction Administrator, the Contractor shall assume responsibility for such performance and related costs for the correction and shall not be allowed to submit any claim related to error, inconsistencies or omission.

2.3 The Contractor shall take field measurements and verify

field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Administrator at once; and it will be assumed that the Contractor has been satisfied as to all requirements of the Contract Documents. Any deterrent conditions at the site of the Work which are obvious and apparent upon examination of the site but are not indicated on the plans shall be corrected by the Contractor without additional compensation.

2.4 In performing the Work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other Contractor, nor any inordinate disruption with the normal routine of the Owner, Institution or Agency operating at the site.

2.5 No claims for additional compensation will be considered when additional costs result from conditions made known to, discovered by, or which should have been discovered by, the Contractor prior to Contract signing.

2.6 The Contractor shall perform the Work in accordance with the Contract Documents and approved submittals pursuant to Article 5.

Article 3 CORRELATION OF CONTRACT DOCUMENTS

3.1 The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Where discrepancies of conflict occur in the Contract Documents the following order of precedence shall be utilized:

3.1.1 Amendments and addenda shall take precedence over previously issued Contract Documents.

3.1.2 The General Requirements take precedence over the Supplementary Conditions.

3.1.3 The Supplementary Conditions take precedence over the General Conditions.

3.1.4 The General Requirements take precedence over the General Conditions.

3.1.5 The Specifications shall take precedence over the Plans.

3.1.6 Stated dimensions shall take precedence over scaled dimensions.

3.1.7 Large-scale detail drawings shall take precedence over small-scale drawings.

3.1.8 The schedules contained in the Contract Documents shall take precedence over other data on the Plans.

3.2 Neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. The Contractor shall give immediate written notification of any error or discrepancy discovered to the Construc-

tion Administrator, who shall take the necessary actions to obtain such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner. The Contractor shall then promptly proceed under the direction of the Owner and the provisions of Article 13. The Contractor's failure to provide immediate notice shall mean the Contractor will not be entitled to any additional compensation; either monetary or contract time adjustment, with respect to any discrepancy.

3.3 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

3.4 Organization of the Specifications into divisions, sections and articles, and arrangement of drawings, shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

Article 4 COMMENCEMENT AND PROGRESS OF WORK

4.1 The Work shall start upon the date given in the Notice to Proceed. The Contractor shall complete all the Work necessary for Final Completion, including but not limited to Substantial Completion, Contract close-out, testing and demonstration of all systems as required for acceptance, punchlist Work, training and submission of Record Documents, manuals, guarantees and warranties as stated in the Bidding Document.

4.2 Time is of the essence with respect to the Contract Time. By executing the Contract, the Contractor confirms and agrees that the Contract Time is a reasonable period to perform the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor may, at his discretion, plan to complete the work and achieve Substantial Completion in less time than the Contract Time.

4.3 The Contractor's early completion schedule notwithstanding, the Owner reserves the right to order Modifications to the Work in accordance with Article 13 at any time during the Contract Time.

4.4 The Contractor shall not be entitled to costs for delay due to Owner ordered Modifications or any other circumstances for the period of time between the Contractor's

elected early completion and the end of the Contract Time. Costs include, but are not limited to, delays extended home or field office costs, supervisory and management costs incurred in performance of the Work. Early completion of the Work shall not merit additional compensation.

4.5 If the Contractor is delayed at any time in the progress of Work by acts of God such as fire or flood or any action, injunction or stop order issued by any court, judge or officer of the court or any other court action beyond the Owner's control, then the Contract Time may be extended by Change Order for such reasonable time as demonstrated by the Contractor's Schedule and as the Owner may determine that such event has delayed the Work. In any event, the granting of an extension of time shall be solely within the discretion of the Owner.

4.6 Except as otherwise may be provided herein, extensions of time shall be the Contractor's sole remedy for such delay. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of Work caused by the aforesaid causes.

4.7 The Contractor acknowledges that the Contract amount includes and anticipates any and all delays, whether avoidable or unavoidable, from said orders, which may issue from any court, judge, court officer, or act of God, and that such delays shall not, under any circumstances, be construed as compensable delays.

4.8 Any extension of the Contract Time shall be by Change Order pursuant to Article 13.

Article 5 SUBMITTALS, PRODUCT DATA, SHOP DRAWINGS AND SAMPLES

5.1 Contractor shall review, approve and submit to the Construction Administrator all submittals including but not limited to Product Data, Shop Drawing and Sample Manufacturers, with such promptness as to cause no delay in the Work.

5.2 Correction or approval of such submittals, Shop Drawings, Product Data sample will be made with reasonable promptness by the Architect. Approval will be general only and shall not relieve the Contractor from responsibility for errors in dimensions, for construction and field coordination of the Work or for any departure from the Contract Documents unless such departure has received the Owner's written approval.

5.3 No Work governed by such drawings, schedules or samples shall be fabricated, delivered or installed until approved by the Architect.

5.4 No damages for delays or time extensions will be granted

even if approvals deviate from the approved Schedule.

Article 6 SEPARATE CONTRACTS

6.1 The Owner reserves the right to perform Work in connection with the Contract with the Owner's own forces, or to let separate contracts relating to the Contract (Project) site or in connection with work on adjoining sites. In such cases, the Contractor shall afford such parties reasonable opportunity for storage of materials and equipment and coordinate and connect the Work with the work on adjoining sites or other projects, and shall fully cooperate with such parties in the matter required under Article 7 herein.

6.2 Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, decision of the Owner shall be final and binding to all Contractors involved, including Contractors under separate Contracts.

6.3 The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience or delay which the Contractor may cause other Contractors. If the Contractor experiences a loss because of the presence and operations of other Contractors working adjacent to or within the limits of the same project, then as between the Owner and the Contractor, the Contractor shall bear such loss.

6.4 Insofar as possible, the Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors adjacent to or within the limits of the same project. The Contractor shall join its Work with that of others in an acceptable manner, and perform the Work in proper accordance with that of the others.

6.5 In no event shall the Owner be responsible for any claim or damages that are the result of the Contractor's failure to coordinate the work with any Contractor or Subcontractor.

Article 7 COOPERATION OF TRADES

7.1 The Contractor shall be responsible for and shall control all activities of their Subcontractors. The Subcontractors shall consult and cooperate with one another. Each Subcontractor shall furnish all necessary information to other Subcontractors and shall lay out and install their own Work so as to avoid any delays or interference with the Work of others.

7.2 Any cost or changes, cutting and/or repairing, made necessary by the failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect or their faulty Work installed.

Article 8 DAMAGES

8.1 The Liquidated Damages, provided in the Bidding Documents, will be assessed for each day beyond the date given for Substantial Completion of the Contract according to the Contract Time.

8.2 The Liquidated Damages or any portion thereof may be waived at the sole discretion of the Commissioner.

8.3 No payment by the Owner, either partial or final, shall be construed to waive the Owner's right to seek liquidated damages.

8.4 In the event a court determines that the contract herein is null and void for any reason, Contractor agrees that Contractor will not seek or pursue any lawsuit or claim for damages, including, but not limited to, claims for loss of overhead or anticipated profits, against the Owner and the Owner shall not be liable for any damages which Contractor may incur as a result of such decision. In addition, if the court enjoins the Owner from entering into or proceeding with the contract herein, the Owner shall not be liable for any damages arising out of or relating to the award of such contract which Contractor may have incurred as a result of the injunction.

Article 9 MINIMUM WAGE RATES

In accordance with the provisions of the Connecticut General Statutes Section 31-53, the following applies:

"The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 31-53 of the general statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

Article 10 POSTING MINIMUM WAGE RATES

10.1 The Contractor shall post at conspicuous points on the site of the Contract a Schedule showing all determined wage rates for all trades and all authorized deductions, if any, from wages to be paid.

10.2 The Contractor shall provide weekly certified payrolls to the Owner for all persons working on the site.

Article 11 CONSTRUCTION SCHEDULES

11.1 Unless otherwise specified in the Contract Documents, within twenty-one (21) calendar days from the contract start date, the Contractor shall submit the following to the Owner for approval:

11.1.1 A comprehensive schedule of Submittals required by the Specifications. Said schedule shall include Submittal dates, required approval dates and date material must be on site.

11.1.2 The Contractor shall allow a minimum of two weeks for the Owner and its agents' review of Submittals. No extension of the Contract Time shall be granted for revisions and resubmission. Further, the Contractor shall allow a minimum of eight weeks for testing and acceptance of the Work by the Owner and its agents.

11.1.3 When the Contract Documents specify a "CPM Schedule" a detailed Critical Path Method Schedule is required using software approved by the Owner with as many activities as necessary to make the Schedule an effective tool for planning and monitoring the progress of the Work. The Contractor shall show all pertinent activities requiring coordination between trades.

11.1.4 When the Contract Documents specify a "Construction Schedule" a detailed Construction Schedule is required using software approved by the Owner as a horizontal bar chart with a separate bar for each major portion of the Work or operation to make the Schedule an effective tool for planning and monitoring the progress of the Work.

11.2 Unless otherwise specified under the Contract Documents, the Contractor shall provide a monthly update of the CPM Schedule or Construction Schedule in the format required by the Owner as well as a disk of the updated Schedule and program. If, in the opinion of the Owner, the Work is falling behind Schedule, the Contractor shall submit a revised Schedule demonstrating a recovery plan to ensure Substantial Completion of the Work within the Contract Time.

11.3 Requisitions for partial payment will not be processed until the Contractor has complied with this requirement.

Article 12 PREFERENCE IN EMPLOYMENT

12.1 Should this Contract be for the construction or repair of any building, then in the employment of labor to perform the Work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three (3) months prior to the date hereof, have been residents of the labor market area, as established by the State of Con-

necticut Labor Commissioner, in which such Work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the Work is to be performed for at least three (3) months prior to the date hereof, and then to citizens of the state who have continuously resided in the State at least three months prior to the date hereof.

12.2 Should this Contract be for a public works project other than for the construction, remodeling or repairing of public buildings covered by Connecticut General Statutes Section 31-52, then in the employment of mechanics, laborers or workmen to perform the Work specified herein, preference will be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been residents of this State, and if not such person is available then to residents of other states.

12.3 The provisions of this Article shall not apply where the state or any sub-division thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of this Article or regulations related thereto.

Article 13 COMPENSATION FOR CHANGES IN THE WORK

13.1 At any time, without invalidating the Contract and by a written order and without notice to the sureties, the Owner, through the Construction Administrator, may order modifications in the Work consisting of additions, deletions or other revisions. Upon request, the Contractor shall supply the Construction Administrator promptly with a detailed proposal for the same, showing quantities of and unit prices for the Work and that of any Subcontractor involved.

13.2 Modifications to the Work will be authorized by a written Change Order, or if necessary to expedite the Work, a written Construction Change Directive, issued by the Owner as provided for in Article 26. Change Orders and Construction Change Directives shall be processed in accordance with the terms of the Contract Documents. Upon receipt of the written Change Order, the Contractor shall proceed with the Work when and as directed.

13.3 If such Change Orders make the Work less expensive for the Contractor, the proper deductions shall be made from the Contract Sum, said deductions to be computed in accordance with the provisions listed in this Article 13.

13.4 The Contractor and the Owner agree that the Contract Time specified for the performance of the Contract shall include not only the Work of the original Contract but also any Additional Work ordered by the Owner by Change Order. No extension of time will be granted if it is the opinion of the

Owner that the additional Work can be performed concurrently with the original Work.

13.5 The Contractor may request, and the Owner may grant additional contract time when, in the opinion of the Owner, the Contractor has demonstrated that such additional work cannot be performed concurrently with the original Work.

13.6 The amount of compensation to be paid to the Contractor for any Additional or Deleted Work that results in a Change Order shall be determined in one of the following manners:

13.6.1 AMOUNT OF COMPENSATION FOR CHANGE ORDER COSTS: LABOR, EQUIPMENT, BENEFITS AND MATERIAL

13.6.1.1 Unit Price: As stated in the Contract Documents.

13.6.1.2 Unit Price: As subsequently agreed upon by the Contractor and Owner.

13.6.1.3 Lump Sum: Agreed upon sum by the Owner and the Contractor. The Lump Sum must be based upon the following itemized costs:

13.6.1.3.1 Labor (Contractor's or Subcontractor's own forces)

13.6.1.3.2 Material (Used by Contractor's or Subcontractor's own forces).

13.6.1.3.3 Benefits: (The established rates of the following benefit costs inherent to the particular labor involved):

13.6.1.3.3.1 Workers Compensation.

13.6.1.3.3.2 Federal Social Security.

13.6.1.3.3.3 Connecticut Unemployment Compensation.

13.6.1.3.3.4 Fringe Benefits.

13.6.1.3.4 Rented Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces).

13.6.1.3.5 Owned Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate as identified by a nationally recognized construction cost estimating guide or service.

13.6.1.3.6 Trade related equipment, hand tools and power tools, normally supplied with the labor are not compensable.

13.6.2 OVERHEAD AND PROFIT PERCENTAGES:

(Maximum allowable percentages applied to labor, equipment, benefits and material)

13.6.2.1 Contractor's markup for Work performed by their own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

13.6.3 OVERHEAD AND PROFIT PERCENTAGES:

(Maximum allowable percentages applied to labor, equip-

ment, benefits and material)

13.6.3.1 Contractor's markup for Work performed by their Subcontractors forces.:

Change Order Amount	Overhead and Profit
\$0 and greater	6%

13.6.4 OVERHEAD AND PROFIT PERCENTAGES:

(Maximum allowable percentages applied to labor, equipment, benefits and material)

13.6.4.1 Subcontractor's markup for Work performed by their own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

13.6.5 OVERHEAD AND PROFIT PERCENTAGES:

(Maximum allowable percentages applied to labor, equipment, benefits and material)

13.6.5.1 Subcontractor's markup for Work performed by their Secondary Subcontractor's forces.

Change Order Amount	Overhead and Profit
\$0 and greater	6%

13.7 Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by a written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond.

13.8 On Work performed by a Secondary Subcontractor, the Owner recognizes no markup by the Secondary Subcontractor.

13.9 If Unit Prices are not applicable and the parties cannot agree upon a lump sum, then the Commissioner, through the Construction Administrator, may at the option of the Commissioner take the following action(s):

13.9.1 Issue a Construction Change Directive for the Additional or deleted Work. The amount of compensation shall be computed by the actual net costs to the Contractor based upon the following:

13.9.1.1 Labor (Contractor's or Subcontractor's own forces)

13.9.1.2 Material (Used by Contractor's or Subcontractor's own forces).

13.9.1.3 Benefits: (The established rates of the following benefit costs inherent to the particular labor involved):

13.9.1.3.1 Workers Compensation.

13.9.1.3.2 Federal Social Security.

13.9.1.3.3 Connecticut Unemployment Compensation.

13.9.1.3.4 Fringe Benefits.

13.9.1.4 Rented Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces).

13.9.1.5 Owned Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate that can be identified by a nationally recognized construction cost estimating guide or service.

13.9.2 Issue a Change Order adjusting the Contract Sum in the amount as determined by the Commissioner.

13.10 For any Change Order or Construction Change Directive the Contractor shall, when requested, promptly furnish in a form satisfactory to the Construction Administrator and the Owner a complete detailed accounting of all costs relating to the Additional Work, including but not limited to certified payrolls and copies of accounts, bills and vouchers to substantiate actual costs. Further, the Owner reserves the right to access and make copies of the Contractor's records at any time upon written request from the Commissioner.

13.11 If the Contractor wishes to make a claim for an increase in the Contract Sum for any damages sustained as a result of Additional Work, then the Contractor shall give the Owner, through the Construction Administrator, written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claims.

13.12 No such claims shall be valid if the written notice is submitted after the required seven (7) calendar days. In addition, the Contractor shall file with the Owner through the Construction Administrator daily or weekly itemized statements of the details and cost of such Work performed or damage sustained as may be required by the Owner.

13.13 Failure of the Contractor to negotiate in good faith issues of time and costs and failure to provide requested documentation within (14) fourteen calendar days, or a time period accepted by the Commissioner, shall constitute a waiver by the Contractor of any claim. In such cases the Owner may elect to issue a unilateral Change Order in an amount deemed to be fair and equitable by the Commissioner. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, threatened injury to persons, or damage to Work on any adjoining property. In this case the Commissioner, through the Construction Administrator, shall issue a written order for such amount as the Commissioner finds to be reasonable cost of such Work.

Article 14 DELETED WORK

14.1 Without invalidating any of the terms of the Contract, the Commissioner may order deleted from the Contract any items or portions of the Work deemed necessary by the Commissioner.

14.2 The compensation to be deducted from the Contract Sum for such deletions shall be determined in the manner provided for under the provisions of Article 13 or in the event none of the provisions of Article 13 are applicable than by the value as estimated by the Owner.

Article 15 MATERIALS: STANDARDS

15.1 Unless otherwise specifically provided for in the Specifications, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kinds for the purposes. Wherever in the Contract Documents a particular brand, make of material, device, or equipment is shown or specified, the first manufacturer listed in the specification section is to be regarded as the standard. When the specification is proprietary and only one manufacturer is listed, the Contractor shall use the named manufacturer and no Substitutions or Equals will be allowed.

15.2 Any other brand, make of material, device, equipment, procedure, etc. which is a deviation from the specified requirement is prohibited from use but may be considered by the Owner for approval as an Equal or Substitution. The Contractor is to adhere to the specific requirements of the Contract Documents. Substitutions are discouraged and are only approved by the Commissioner as an exception.

15.3 Each request for an Equal or Substitution shall be submitted, with the appropriate documentation, as detailed in the Contract Documents, to the Construction Administrator. All requests will be compared to the first manufacturer or first procedure listed in the specific Specification section with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended including the size, rating and cost. All submissions must include all the required data for the first listed manufacturer or procedure as specified, as well as the proposed Equal or Substitution. The submission of all Equals or Substitutions to those specified must be made within the days listed below after the contract start date. After that time period, the Contractor shall provide what is specified unless otherwise allowed within the sole discretion of the Commissioner.

15.3.1 30 days for projects having a Contract Time duration of 180 days or less

15.3.2 60 days for projects having a Contract Time duration of 181 days to 360 days

15.3.3 90 days for projects having a Contract Time duration of 361 days or greater

15.4 Contractor shall submit each request for Equal or Substitution to the Architect who shall review each request and make the following recommendations to the Owner.

15.4.1 Acceptance or non-acceptance of the adequacy of the submission and required back-up,

15.4.2 Determination of the category of the request for Substitution or Equal, and

15.4.3 Overall recommendation for approval or rejection of the Substitution or Equal. The determination of the category as a Substitution may be grounds for an immediate rejection by the Owner.

15.5 Approval of the Owner, for each Equal or Substitution shall be obtained before the Contractor proceeds with the Work. The decision of the Commissioner, in this regard, shall be final and binding on the Contractor.

15.6 No extension of time will be allowed for the time period required for consideration of any Substitution or Equal. No extension of time will be allowed and no responsibility will be assumed by the Owner when a Contractor submits a request for Substitution or Equal, whether such request be approved or denied.

15.7 If the Contractor submits any request for an Equal or a Substitution, he shall bear the burden of proof that such requested Equal or Substitution meets the requirements of the plans and specifications.

15.8 The Contractor shall purchase no materials or supplies for the Work which are subject to any chattel mortgage or which are under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has good title to all materials and supplies used by him in the Work.

Article 16 INSPECTION AND TESTS

16.1 The purpose of the inspections will be to assure that the Work is performed in accordance with the Contract Documents. These inspections shall include, but not be limited to all inspections and testing as required by the Owner, and any authorities have jurisdiction.

16.2 All material and workmanship, if not otherwise designated by the Specifications, shall be subject to inspection, examination and test by the Commissioner at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. The Contract Documents additionally identify the parties responsible for performing and paying for the required testing and inspections. All required tests performed in a laboratory will be obtained and paid for by the Owner except when the tests show the Work to be defective. The Contractor shall pay for all the costs associated with re-tests and re-inspections for all tests and inspections which fail. The Owner will issue a deduct Change Order to recover said retesting costs from the Contractor. All other tests, unless otherwise specified, shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties, including the Owner.

16.3 Without additional cost to the Owner, the Contractor shall promptly furnish facilities, labor and materials necessary to coordinate and perform operational tests and checkout of the Work. The Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make all such testing safe and convenient.

16.4 If, at any time before Final Completion and Final Acceptance of the Work, the Commissioner considers it necessary or advisable to examine of any portion of the Work already completed by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials. If such Work is found to be defective in any material respect, as determined by the Owner, because of a fault of the Contractor or any of the Contractor's Subcontractors, or if any Work shall have been covered without the approval or consent of the Commissioner (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including removal and/or demolition of the defective work, including labor, material, and testing, including labor, material, re-testing or re-inspecting, services of required consultants, additional supervision, the Commissioner's and the Construction Administrator's administrative costs, and other costs for services of other consultants.

Article 17 ROYALTIES AND PATENTS

17.1 If the Contractor desires to use any design, device, material or process covered by a patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the holder of said patent or copyright. The Contractor shall furnish a copy of this legal agreement to the Owner.

17.2 The Contractor shall indemnify and hold harmless the Owner and Construction Administrator for any costs, expenses and damage which it may be obliged to pay by reason of any infringement of a patent or a copyright, at any time during the prosecution or after the Final Completion of the Work.

Article 18 SURVEYS, PERMITS AND REGULATIONS

18.1 Unless otherwise provided for, the Contractor shall furnish surveys necessary for the execution of the Work. The Owner will furnish the Contractor with two base lines and a benchmark.

18.2 The Contractor shall obtain and pay for permits and licenses necessary for the execution of the Work and the occupancy and use of the completed Work.

18.3 The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building

and fire safety codes relating to the performance of the Work.

18.4 If underground utilities may involve part of the Work, the Contractor shall obtain the services of a qualified underground utility locating firm, at no cost to the Owner, to verify locations of underground utilities, to provide safety, protect the Work and protect the workmen as necessary to perform the Work.

Article 19 PROTECTION OF THE WORK, PERSONS AND PROPERTY

19.1 The Contractor shall continuously and adequately protect the Work against damage from any cause, and shall protect materials and supplies furnished by the Contractor or Subcontractors, whether or not incorporated in the Work, and shall make good any damage unless it be due directly to errors in the Contract Documents or is caused by agents or employees of the Owner.

19.2 To the extent required by law, by public authority, or made necessary in order to safeguard the health and welfare of the personnel or occupants of any of the state institutions, the Contractor shall adequately protect adjacent property and persons, and provide and maintain all facilities, including but not limited to passageways, guard fences, lights, and barricades necessary for such protection.

19.3 The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with applicable provisions of federal and state safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall also comply with the applicable provisions of the Associated General Contractors' "Manual of Accident Prevention in Construction", the standards of the Connecticut Labor Department and Occupational Safety and Hazard Association (OSHA).

19.4 The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of employees of the State and the public, and shall post danger signs warning against any dangerous condition or hazard created by such things as protruding nails, well holes, elevator hatchways, scaffolding, window openings, excavations, tripping hazards or slipping, stairways and falling materials.

19.5 The Contractor shall designate a qualified and responsible on site staff person, whose duty shall be the prevention of accidents. The name and position of the designated person shall be reported to the Owner by the Contractor at the commencement of the Contract.

19.6 The Contractor shall at all times protect excavation,

trenches, buildings and all items of Work from damage by rain, water from melted snow or ice, surface water run off and subsurface water usual for the vicinity at the time of operations; and provide all pumps and equipment and enclosures to insure such protection.

19.7 The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavation, basements, footings and foundations free of water.

19.8 The Contractor shall remove all snow and ice as may be required for access to the site and proper protection and prosecution of the Work.

19.9 The Contractor shall install bracing, shoring, sheathing, sheet piling, caissons and any other underground facilities as required for safety and proper execution of the Work, and shall remove this portion of the Work when no longer necessary.

19.10 During cold weather the Contractor shall protect all Work from damage. If low temperature makes it impossible to continue operations safely in spite of cold weather precautions, the Contractor may cease Work upon the written approval of the Commissioner.

Article 20 TEMPORARY UTILITIES

20.1 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall include in the bid the costs of all temporary utilities required for project completion and protection of the Work. Said temporary utilities include but are not limited to lighting, heating, cooling, electrical power, water, telephone, sanitary facilities, and potable water.

Article 21 CORRECTION OF WORK

21.1 The Contractor shall promptly and without expense to the Owner remove from the premises all materials rejected by or unacceptable to the Commissioner as failing to conform to the Contract Documents, whether incorporated in the Work or not.

21.2 The Contractor shall promptly and without expense to the Owner replace any such materials which do not conform to the Contract Documents, and shall bear the expense of making good all Work of other Contractors or Subcontractors destroyed or damaged by such removal or replacement.

21.3 If the Contractor, after receipt of notice from the Owner, shall fail to remove such rejected or unacceptable materials within a reasonable time as fixed in said notice, the Owner may remove and store such materials at the expense of the Contractor.

21.4 Such action shall not affect the obligation of the Contractor to replace and complete assembly and installation of the Work and to bear the expenses referred to above. Prior to the correction of rejected or unacceptable Work or if the Commissioner deems it inexpedient or undesirable to correct any portion of the Work which was rejected, deemed unacceptable or not done in accordance with the Contract Documents, the Contract sum shall be reduced by such amount as, in the judgment of the Commissioner, shall be equitable.

21.5 No extension of time will be given to the Contractor for correction of rejected or unacceptable Work. All significant punchlist Work shall be completed before Substantial Completion is determined. The remaining minor punchlist Work, as determined by the Commissioner, shall be completed within 60 days of established Substantial Completion date.

21.6 Final Payment shall not relieve the Contractor of responsibility for the defects in material or workmanship.

21.7 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall remedy any rejected or unacceptable Work, and any Work found to be not conforming to the Contract Documents which is discovered within 18 Months after the date of Substantial Completion. The Contractor shall pay for any damage to other Work caused by such nonconforming Work or any damage created in correcting the nonconforming Work.

Article 22 GUARANTEES and WARRANTIES

22.1 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall provide a warranty on the Work for an 18-Month period from the date of Substantial Completion. The Contractor shall warrant that the equipment, materials and workmanship are of good quality and new, unless permitted elsewhere by the Contract Documents, and that the Work shall be free from defects not inherent in the quality required or permitted and that the Work conforms to the Contract Documents.

22.2 Disclaimers and limitations from manufactures, Subcontractors, suppliers or installers to the Contractor shall not relieve the Contractor of the Warranty on the Work. The Contract Documents detail the related damages, reinstatement of warranty, replacement cost and Owner's recourse.

Article 23 CUTTING, FITTING, PATCHING AND DIGGING

23.1 The Contractor will perform or will cause the Subcontractors to perform all cutting, fitting or patching of the portion(s) of the Work that may be required to make the several parts thereof joined and coordinated in a manner satisfactory to the Commissioner and in accordance with the Plans and

Specifications.

23.2 The responsibility for defective or ill-timed Work shall be with the Contractor, but such responsibility shall not in any way relieve the Subcontractor who performed such Work. Except with the consent of the Commissioner, neither the Contractor nor any of its Subcontractors shall cut or alter the Work of any other Contractor or Subcontractor.

Article 24 CLEANING UP

24.1 The Contractor shall, on a daily basis, keep the premises free from accumulations of waste material or rubbish.

24.2 Prior to Final Completion of the Work, the Contractor shall remove from and about the site of the Work, all rubbish and all temporary structures, tools, scaffolding and surplus materials, supplies and equipment which may have been used in the performance of the Work. If the Commissioner in his sole discretion determines that the Contractor has failed to clean the work site, the Owner may remove the rubbish and charge the cost of such removal to the Contractor. A deduct Change Order will be issued by the Owner to recover such cost.

Article 25 ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER

25.1 The Commissioner hereby declares that the Department of Public Works Project Manager is the Commissioner's only authorized representative to act in matters involving the Owner's or Architect's ability to revoke, alter, enlarge or relax any requirement of the Contract Documents; to settle disputes between the Contractor and the Construction Administrator; and act on behalf of the Commissioner. In all such matters, the provisions of Articles 13 and 14 herein shall guide the Project Manager.

25.2 In no event may the Contractor act on any instruction of the Agency without written consent of the Owner. In the event the Contractor acts without such consent, he does so at his own risk and at his own expense, not only for the Work performed, but for the removal of such Work as determined necessary by the Commissioner.

25.3 In the performance of the work, The Contractor shall abide by all orders, directions, and requirements of the Commissioner at such time and places and by such methods and in such manner and sequence as the Commissioner may require.

25.4 The Commissioner shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents and extra

work orders and shall decide all other questions in connection with the Work.

25.5 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Commissioner objects and shall remove no plant materials, equipment or other facilities from the site of the Work without the permission of the Commissioner. Upon request, the Commissioner shall confirm in writing any oral order, direction, requirement or determination.

Article 26 AUTHORITY OF THE CONSTRUCTION ADMINISTRATOR

26.1 The Construction Administrator employed by the Commissioner is authorized to inspect all Work for conformance to the Contract Documents. The Construction Administrator is authorized to reject all Work found to be defective, unacceptable and nonconforming to the Contract Documents. Such inspections and rejections may extend to all or any part of the Work, and to the preparation or manufacture of the material to be used.

26.2 The Construction Administrator is not empowered to revoke, alter, enlarge or relax any requirements of the Contract Documents, or to issue instructions contrary to the Contract Documents. The Construction Administrator shall in no case act as foreman or perform other duties for the Contractor, nor shall the Construction Administrator interfere with the management of the Work by the Contractor. Any advice, which the Construction Administrator may give the Contractor, shall in no way be construed as binding the Commissioner or Owner in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.

26.3 In any dispute arising between the Contractor and the Construction Administrator with reference to inspection and rejection of the Work, the Construction Administrator may suspend work on the noncompliant portion of the Work until the dispute can be referred to and decided by the Commissioner.

Article 27 SCHEDULE OF VALUES, APPLICATION FOR PAYMENT

27.1 Immediately after the signing of the Contract, the Contractor shall furnish for the use of the Commissioner as a basis for estimating partial payments, a certified Schedule of Values, totaling the contract sum and broken down into quantities and unit costs, as outlined in the Contract Documents and as directed by the Owner. The Schedule of Values must reflect true costs and be in sufficient detail to be an effective tool for monitoring the progress of the Work. Upon

request of the Commissioner, the Contractor shall supply copies of signed Contracts, vendor quotations, etc. as back up to the Schedule of Values.

27.2 Approval of the Schedule of Values by the Commissioner is required prior to any payment by the Owner.

27.3 The Schedule of Values shall include a breakdown of the Contractor's general condition costs.

27.3.1 Non-recurring costs, (i.e. mobilization costs, utility hook-ups, temporary heat) will be paid at the time of occurrence.

27.3.2 Reoccurring costs will be paid in proportion to the percent of completion of the project.

27.4 The Schedule of Values shall include a breakdown of Contract closeout costs including systems certification testing and acceptance, training, warranties, guarantees, as-builts and attic stock.

27.5 The Contractor shall make periodic applications for payment, which shall be subdivided into categories corresponding with the approved Schedule of Values and shall be in such numbers of copies as may be designated by the Commissioner.

Article 28 PARTIAL PAYMENTS

28.1 The Commissioner will examine the Contractor's applications for payments to determine, in the opinion of the Commissioner, the amounts that properly represent the value of the Work completed and for the materials suitably stored on the site.

28.2 In making such Application For Payment for the Work, there shall be deducted (10%) ten percent of the amount of each payment to be retained by the Owner until Final Completion.

28.3 At the sole discretion of the Commissioner, and after completion and acceptance of (60%) sixty percent of the value of the Work, and if the character and progress of the Work remain satisfactory, the retained portion of the Application for Payments may be reduced to five percent (5%) of total payments. The minimum total amount of payment retained, prior to the Final Payment shall not be less than five percent (5%) of the Contract Sum.

28.4 The decision of the Commissioner to reduce the retainage rate will be based upon the Contractor's performance for completed portions of the Work as set out below and other factors the Commissioner may find appropriate:

28.4.1 The Contractor's timely submission of an appropriate and complete CPM Schedule or Construction Schedule and Schedule of Values, in compliance with the Contract

requirements and the prompt resolution of the Owner's and/or Architect's comments on the submitted material resulting in an appropriate basis for progress of the Work.

28.4.2 The Contractor's timely and proper submission of all Contract required submissions: including but not limited to shop drawings, material certificates and material samples and the prompt resolution of the Owners and/or Architect's comments on the submitted material resulting in an appropriate progress of the Work.

28.4.3 The Contractor's provision of proper and adequate supervision and home office support of the Project and any Subcontractor Work resulting in coordinated progress and proper quality control for the Work.

28.4.4 The Work completed to date has been installed or finished in an acceptable manner which is satisfactory to the Owner.

28.4.5 The progress of the Work is consistent with the approved CPM Schedule or Construction Schedule.

28.5 No payments will be made for improperly stored or protected materials or unacceptable Work.

Article 29 DELIVERY OF STATEMENT SHOWING AMOUNTS DUE FOR WAGES, MATERIALS AND SUPPLIES

29.1 For each Application for Payment under this Contract, the Owner reserves the right to require the Contractor and every Subcontractor to submit a written verified statement, in a form satisfactory to the Owner, showing in detail all amounts then due and unpaid by such Contractor or Subcontractor for daily or weekly wages to all laborers employed by him for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.

29.2 The term laborers as used herein shall include workmen, workwomen, and mechanics.

29.3 Failure to comply with this requirement may result in the Owner withholding the application for payment pursuant to Article 28.

Article 30 COMPLETION AND ACCEPTANCE

30.1 Substantial Completion:

30.1.1 When the Contractor considers that the Work, or a portion thereof is Substantially Complete, the Contractor shall request an inspection of said Work to the Construction Administrator.

30.1.2 Upon receipt of the request, the Architect, Construction Administrator and Owner, will make an inspection to determine if the Work or designated portion thereof is Substantially Complete. If the inspection discloses any

item, whether or not included on the inspection list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item.

30.1.3 The Contractor shall then submit a request for another inspection. The determination of Substantial Completion is solely within the discretion of the Owner.

30.1.4 When the Work or designated portion thereof is determined to be Substantially Complete, the Contractor will be provided a Certificate of Substantial Completion from the Owner. The Certificate of Substantial Completion, shall establish the date when the responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, are transferred to the Owner and shall fix the time within which the Contractor shall finish all items on the inspection list accompanying the Certificate.

30.1.5 The Certificate of Substantial Completion shall be signed by the Construction Administrator, Owner, and Architect.

30.1.6 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Administrator and Architect, the Owner shall make payment reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

30.2 Final Completion:

30.2.1 Upon Final Completion of the Work, the Contractor shall forward to the Construction Administrator a written notice that the Work is ready for Final Inspection and Acceptance and shall also forward to the Construction Administrator, a Final Application for Payment. Upon determination by the Owner that all the Work is complete, the Owner will issue a Certificate of Completion and Acceptance.

30.2.2 When the Work has been completed in accordance with terms and conditions of the Contract Documents a Certificate of Completion shall be issued to be signed by the Contractor.

Article 31 FINAL PAYMENT

31.1 The Owner reserves the right to retain for a period of thirty (30) days after filing of the Certificate of Completion and Acceptance the amount therein stated less all prior payments and advances whatsoever to or for the account of the Contractor.

31.2 All prior estimates and payments, including those relating to extra or additional Work, shall be subject to correction by the Final Payment.

31.3 No Application for Payment, Final or Partial, shall act as a release to the Contractor or the Contractor's sureties from any obligations under this Contract.

31.4 The Architect and Construction Administrator will promptly issue the Certificate for Payment, stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Payment is due and payable.

31.5 Final Payment shall not be released until a Certificate of Completion and Acceptance and a Certificate of Compliance have been issued.

31.6 Neither Final Payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner the following:

31.6.1 An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.

31.6.2 A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire without at least 30 days prior written notice to the Owner.

31.6.3 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.

31.6.4 Written consent of surety, if any, to Final Payment.

31.6.5 If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

31.6.6 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Completion and the Construction Administrator and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Administrator and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remain-

ing balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to Final Payment. Such payment shall be made under terms and conditions governing Final Payment, except that it shall not constitute a waiver of Claims.

Article 32

OWNER'S RIGHT TO WITHHOLD PAYMENTS

32.1 The Commissioner may withhold a portion of any Payment due the Contractor that may, in the judgment of the Commissioner, be necessary:

32.1.1 To assure the payment of just claims then due and unpaid to any persons supplying labor or materials for the Work.

32.1.2 To protect Owner from loss due to defective, unacceptable or non-conforming Work not remedied by the Contractor.

32.1.3 To protect the Owner from loss due to injury to persons or damage to the Work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the Contractor or any of its Subcontractors.

32.2 The Owner shall have the right to apply any amount withheld under this section as the Owner may deem proper to satisfy protection from claims. The amount withheld shall be considered a payment to the Contractor.

32.3 The Owner has the right to withhold payment if the Contractor fails to provide accurate submissions of submittals, up date the status including but not limited to the following: as-built documents, request for information (RFI) log, Schedule, submittal log, change order log, certified payrolls and daily reports and all other requirement of the Contract Documents.

32.4 Neither Final Payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Administrator:

32.4.1 An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,

32.4.2 A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,

32.4.3 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.

32.4.4 Consent of surety, if any, to Final Payment and
32.4.5 If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

32.5 If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

Article 33 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

33.1 The Commissioner shall have the authority to suspend the Work wholly or in part, for such period or periods as the Commissioner considers to be in the best interests of the State, or in the interests of public necessity, convenience or safety. During such periods the Contractor shall store all materials and equipment, in such a manner to prevent the materials and equipment from being damaged in any way, and the Contractor shall take precautions to protect the Work from damage.

33.1.1 If the Commissioner, in writing, orders the performance of all or any portion of the Work to be suspended or delayed for an unreasonable period of time (i.e. not originally anticipated, customary, or inherent in the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Commissioner in writing a request for a Contract adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall set forth the specific reasons and support for said adjustment.

33.1.2 The Commissioner shall evaluate any such requests received. If the Commissioner agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and that the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors, and was not caused by weather, then the Commissioner will make a reasonable adjustment, excluding profit, of the Contract terms. The Commissioner will notify the Contractor of the determination as to what adjustments of the Contract, if any, that the Commissioner deems warranted.

33.1.3 No Contract adjustment will be made unless the Contractor has submitted the request for adjustment within the time prescribed.

33.1.4 No contract adjustment will be made under this

Article to the extent that performance would have been suspended or delayed by any other cause within the Contractor's control or by any factor for which the Contractor is responsible under the Contract; or that such an adjustment is provided for or excluded under other term or condition of this Contract.

33.2 Notwithstanding any provision or language in the Contract to the contrary, the State may terminate the Contract whenever the Commissioner determines at his sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination shall be effective.

33.2.1 In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner, however, no claim for lost overhead or profits shall be allowed.

33.2.2 Materials obtained by the Contractor for the Work that have been inspected, tested as required, and accepted by the Commissioner, and that are not incorporated into the Work, shall, at the option of the Commissioner, be purchased from the Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the Commissioner, as shown by actual cost records.

33.2.3 Termination of the Contract shall not relieve the Contractor or its Surety of their responsibilities for the completed Work, nor shall it relieve the Contractor's Surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of Work.

Article 34 SUBLETTING OR ASSIGNING OF CONTRACT

34.1 The Contract or any portion thereof, or the Work provided for therein, or the right, title or interest of the Contractor therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, firm or corporation without the written consent of the Commissioner.

34.2 No person, firm or corporation other than the Contractor to whom the Contract was awarded shall be permitted to commence Work at the site of the Contract until such consent has been granted.

Article 35 CONTRACTOR'S INSURANCE

35.1 The Contractor shall not start Work under this Contract until he has obtained the following insurance and until the insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to start the Work until insur-

ance required of the Subcontractor has been obtained and approved by the Commissioner. The Contractor shall send certificates for the insurance, in triplicate, to the Bidding and Contract Supervisor for the Department of Public Works Department, Room G-9A of the State Office Building.

35.2 Compensation Insurance: The Contractor shall provide during the life of the Contract, workers' compensation insurance for all employees working at the site and, in case any Work is sublet, the Contractor shall require the Subcontractor, Secondary Subcontractor, and all other business entities working on the site to provide workers' compensation insurance for all such employees until such employees are covered by the Contractor's insurance. In case any class of employees engaged in hazardous Work under this Contract is not protected under the workers' compensation statute, the Contractor shall provide, and shall cause each Subcontractor, secondary Subcontractor and all other business entities, to provide, insurance for such employees.

35.3 Public Liability and Property Damage Insurance: The Contractor shall provide during the life of the Contract, public liability and property damage insurance to protect him and the Owner as their interests may appear. Each Subcontractor, Contractor, Secondary Subcontractor and all other business entities shall provide insurance to protect him from claims for damages for injury, including accidental death and from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by any employee unless such employees are covered by the protection afforded by the Contractor. Types and amounts of insurance required shall be as follows:

35.3.1 Protective Liability:

Coverage Type:	Bodily Injury
Single Limit:	\$1,000,000
Each Accident:	_____
Aggregate:	_____
Coverage Type:	Property Damage
Single Limit:	_____
Each Accident:	\$100,000
Aggregate:	\$500,000 for Contracts less than or equal to \$500,000
Coverage Type:	Property Damage
Single Limit:	\$250,000
Each Accident:	\$250,000
Aggregate:	\$2,500,000 for Contracts greater than \$500,000

(for and in the name of the State of Connecticut)

35.3.2 Contractor's Liability:

Coverage:	Bodily Injury
Single Limit:	\$1,000,000
Each Accident:	_____
Aggregate:	_____

Coverage:	Property Damage
Single Limit:	_____
Each Accident:	\$100,000
Aggregate:	\$500,000 for Contracts less than or equal to \$500,000

Coverage:	Property Damage
Single Limit:	_____
Each Accident:	\$250,000
Aggregate:	\$2,500,000 for Contracts greater than \$500,000

35.3.3 Contractor's Protective Liability:

Coverage:	Bodily Injury
Single Limit:	\$1,000,000
Each Accident:	_____
Aggregate:	_____

Coverage:	Property Damage
Single Limit:	_____
Each Accident:	\$100,000
Aggregate:	\$500,000 for Contracts less than or equal to \$500,000

Coverage:	Property Damage
Single Limit:	_____
Each Accident:	\$250,000
Aggregate:	\$2,500,000 for Contracts greater than \$500,000

35.3.4 Contractual Liability:

Coverage:	Bodily Injury
Single Limit:	_____
Each Accident:	\$1,000,000
Aggregate:	_____

Coverage:	Property Damage
Single Limit:	_____
Each Accident:	\$100,000
Aggregate:	\$500,000 for Contracts less than or equal to \$500,000

Coverage:	Property Damage
Single Limit:	_____
Each Accident:	\$250,000
Aggregate:	\$2,500,000 for Contracts greater than \$500,000

35.3.5 Special Hazards Insurance: Coverage for damage or loss resulting from Type C - Collapse or Structural Injury, Type U - Underground Damage, Type X - Explosion or blasting, ordinarily excluded from coverage shall be provided in the amounts and manner specified in this article if required in the Bid Proposal Form for the specified project.

35.3.6 Builders Risk Insurance: Coverage not ordinarily required shall be provided in accordance with the amount and manner specified in the Bid Proposal Form for the

specified Contract (Project) if such insurance is required in the proposal.

**Article 36
FOREIGN MATERIALS**

36.1 Preference shall be given to articles or materials manufactured or produced in the United States, conditions of quality and price with duty being equal.

36.2 Only domestic articles or materials will be used unless a statement is submitted with the proposal that enumerates the foreign articles of materials proposed to be used and such proposal is accepted by the Owner. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

**Article 37
HOURS OF WORK**

37.1 No person shall be employed to work or be permitted to work more than eight (8) hours in any day or more than forty (40) hours in any week for any Work provided in the Contract, in accordance with Connecticut General Statute Section 31-57.

37.2 The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner, in accordance with Connecticut General Statute Section 31-57.

**Article 38
DAYS OF WORK**

38.1 Working Calendar Days include all days that the Contractor is permitted to execute the Work or employ any person to execute the Work within the Contract Time.

38.2 Non-working Calendar Days include all Saturdays, Sundays, Legal State Holidays and any other days identified in the Contract Documents that the Contractor is not permitted to execute the Work or employ any person to execute the Work. The restriction of non-working Calendar Days may be suspended upon the approval or direction of the Commissioner.

**Article 39
CONTRACT TIME**

39.1 The Contract Time is the number of calendar days, allotted in the Bidding Documents, for execution and Substantial Completion of the Work, including authorized adjustments thereto. The Contract Time is the sum of all working and non-working calendar days.

39.2 If weather conditions prevent the Contractor from executing the Work, the Contract Time may be extended by Change Order, for such reasonable time as may be determined by the Owner.

**Article 40
CALENDAR DAY**

40.1 This is each day of the calendar.

End of Section